

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Milnot Company		05/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Eagle Family Foods, Inc.		
Street Address:	255 Montoya Road		
City:	El Paso		
State/Country:	TEXAS		
Postal Code:	79932-1803		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0682615	MILNOT	
Registration Number:	0962190	MILNOT	
CORRESPONDENCE DATA			
Fax Number:	(330)684-3026		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3306843598		
Email:	cynthia.nugent@jmsmucker.com		
Correspondent Name:	Cynthia Nugent		
Address Line 1:	One Strawberry Lane		
Address Line 4:	Orrville, OHIO 44667		
ATTORNEY DOCKET NUMBER:	MILNOT TO EFFI ASSIGN		
NAME OF SUBMITTER:	Cynthia Nugent		
Signature:	/Cynthia Nugent/		
Date:	04/06/2010		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”), effective as of May 1, 2008 (the “*Effective Date*”), is made by and between the Milnot Company, a Delaware corporation (“*Assignor*”), and Eagle Family Foods, Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A and the goodwill associated with all of the foregoing (all of the foregoing collectively, the “*Trademarks*”); and

WHEREAS, the Assignee desires to acquire all rights, titles and interest in and to Assignor’s Trademarks.

NOW, THEREFORE, in consideration of the promises and obligations set forth herein and other good and valuable consideration, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee’s request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United

States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

MILNOT COMPANY

By: *Jeannette Knudsen*
Name: Jeannette L. Knudsen
Title: Assistant Secretary

ASSIGNEE:

EAGLE FAMILY FOODS, INC.

By: *Jeannette Knudsen*
Name: Jeannette L. Knudsen
Title: Assistant Secretary

SCHEDULE A

TRADEMARKS

Mark	App. No.	Reg. No.	Country
Milnot	72/024060	682,615	United States of America
Milnot & Design	72/428600	962,190	United States of America